



SUSA S.p.A.
SEDE LEGALE
Via Juri Gagarin, 39
06073 Corciano PG

GENERAL TERMS AND CONDITIONS FOR GROUPAGE FREIGHT TRANSPORT SERVICES

1. Subject matter of the contract.

For the purposes of Legislative Decree No. 286/2005, the term 'carrier' refers to Susa S.p.A., registered in the register of road hauliers for the province of Perugia under No. PG/5601903/A, REN No. M0040595, and holder of the comprehensive ministerial authorisation for the carriage of goods on behalf of third parties No. GA7J7C/PG000469. 'Consignor' means the natural or legal person who instructs the carrier or on whose behalf the contract of carriage is concluded with the carrier, and who hands over the goods to the carrier (also referred to as the 'customer'). The consignee is defined as the natural or legal person to whom the goods are to be delivered. A consignment is defined as the quantity of goods relating to a single shipment from a single place of departure to a single place of destination. The carrier undertakes to transport goods in accordance with the type and quantity specified in the transport documents and, in any event, in compliance with the details contained in the registration certificates of the vehicles used for transport. The places of collection of the goods and those of delivery at the destination shall be deemed, for all purposes, to be those specified in the transport documents as provided for in Article 9 below.

2. Acceptance of assignments.

The contract is deemed to have been accepted by the carrier subject to the terms and conditions set out in these General Terms and Conditions. The carrier has full authority and discretion in choosing the routes to be taken, the vehicles to be used, the methods of performing the transport services, and the technical equipment to be employed for the performance of the contract.

3. Validity, commencement, revision of the contractual offer and termination.

The validity of the offer and the commencement of its effect are subject to the return to the carrier of a copy of the general terms and conditions of the tariff agreement bearing the signatures of acceptance. Assignments communicated verbally, including by telephone, must be confirmed in writing without delay. In the event of transport assignments being awarded after the expiry of the agreed contractual term, the contract shall be deemed to be tacitly renewed on a year-by-year basis, unless notice of termination is given to the other party in writing with at least 15 days' notice prior to the expiry of the contractual term. Failure to award carrier contracts in the quantities agreed, if any, shall entitle the carrier to revise the quotations set out in the tender.

4. Termination.

The carrier shall be entitled to terminate the contract, without notice and with effect from the date of receipt of the notice from the consignor, should it be found that the goods delivered to it and, where applicable, already accepted: a) are not provided with the necessary information, packaging labelling or documents in accordance with the provisions of laws, regulations, administrative acts and conventions, including international ones, currently in force; b) by its very nature does not permit the proper performance of the contract; c) may cause harm to persons, animals or property; d) is subject to rapid deterioration or decomposition; e) in the case provided for under Article 14 bis, in relation to a deterioration in the consignor's financial circumstances.

In such cases, the carrier is entitled to return the goods to the consignor or, in the event of imminent danger, to destroy them. The consignor undertakes to indemnify and/or hold the carrier harmless for any damages suffered and for any costs incurred by the latter.

In any event, both parties are entitled to exercise the right to withdraw from the contract by means of written notice to be sent to the other party with at least 30 days' notice from the date on which the withdrawal takes effect.

5. Express Termination Clause

Pursuant to and for the purposes of Article 1456 of the Civil Code, this contract shall be terminated by operation of law, subject to the carrier giving notice of its intention to invoke this termination clause, in the event that the consignor: a) fails to make

payment, in full or in part, for the carrier's services by the agreed due dates (Article 14); b) is subject to any insolvency proceedings, liquidation proceedings or crisis and/or insolvency resolution measures, whether of a contractual or out-of-court nature, including, by way of example, negotiated crisis settlement, restructuring agreements, pre-judicial or simplified composition with creditors, judicial or supervised liquidation, as well as protective, precautionary or suspensive measures which are in any way capable of affecting the regular fulfilment of payment obligations towards the carrier; c) delivers to the carrier goods that do not comply with the laws and regulations in force.

6. Carrier's liability and claims.

In the event of loss or damage to the goods carried, unless otherwise expressly agreed between the carrier and the consignor, the limit of liability shall be €1.00 (one) per kilogram of gross weight of the lost or damaged goods in the case of domestic transport, and the amount specified in Article 23, paragraph 3, Geneva Convention on the Carriage of Goods by Road, ratified by Law No. 1621 of 6 December 1960, as amended, in the case of international transport. By the express and mutual agreement of the parties, this limit shall apply not only in cases of loss or damage to the goods but also in all cases where the carrier's liability may be established, whether directly or indirectly. Furthermore, the carrier shall not be liable for the loss of or damage to the goods carried where such events constitute a fortuitous event, arising as a result of: a) the failure to use vehicles suitable for the carriage of specific goods for which the consignor has not previously specified the necessary precautions to be taken; b) the loading, unloading or handling of the goods carried out by the consignor or the consignee, or by persons acting on their behalf and for their account; c) the nature of certain goods which, by their very nature, are subject to total or partial loss, damage or deterioration; d) goods that do not conform to the description provided by the consignor or for which the consignor has failed to comply with the prescribed safety regulations; e) insufficient or incorrect markings and package numbers.

Similarly, the carrier shall not be liable for the loss of or damage to the goods carried if the consignee enters general reservations and/or reservations subject to subsequent verification and/or unspecified reservations in the consignment note (or transport document) regarding the apparent condition of the goods and their packaging.

Any claims relating to the carrier's liability for loss or damage to the goods carried and/or delay in their delivery must be notified in writing to the carrier, on pain of forfeiture, within a strict time limit of 8 days from the date of delivery of the goods to the consignee or from the date on which delivery should have taken place for domestic shipments, and 21 days for international shipments, unless, in the case of the latter, a different time limit where provided for by mandatory regulations.

The same 8-day limitation period applies, for domestic shipments, to any objection, request or complaint by the sender/customer regarding the unavailability, incompleteness, inability to view or absence of the proof of delivery (P.O.D.) on the carrier's portal or IT/telematic systems, with effect from the date of delivery or scheduled delivery to the consignee. This is without prejudice to the mandatory provisions governing the limitation period for rights arising from the contract of carriage pursuant to Article 2951 of the Civil Code.

7. Presumption of force majeure.

Without prejudice to the rules on the carrier's liability set out in paragraph 6 of the preceding article, it is expressly acknowledged that robbery, resulting in the total or partial loss of the goods, whether occurring during the performance of the carrier's services or whilst the goods are in storage at the carrier's or a third party's terminals, warehouses or branches, constitutes an event capable of excluding the carrier's liability, as it is to be regarded as a case of unforeseeable circumstances and/or force majeure. Other instances of unforeseeable circumstances within the meaning of Articles 1693 and 1694 of the Civil Code, which are valid grounds for excluding the carrier's liability, are, by express prior agreement between the parties, as follows: a) theft; b) looting; c) strikes; d) lockouts; e) riots; f) acts of terrorism and/or acts of war; g) piracy; h) fire and flooding; i) natural disasters; l) disruptions to traffic for any reason; m) collapse and/or failure and/or damage to road and/or interport infrastructure.

8. Cargo insurance.

The carrier shall insure the goods carried against all risks only upon receiving an express written instruction from the consignor and acceptance by the carrier prior to collection of the consignments, with the costs incurred being charged against the values specified in the tariff, whether fixed or variable.

9. Transport documents.

The transport documents must clearly and unambiguously contain all the essential information necessary for the performance of the carriage, in particular: the number of packages, the nature of the goods, the exact volume of the goods expressed in cubic metres, the gross weight expressed in kilograms, the tare weight of any equipment, the maximum external dimensions of the goods, the consignor's address complete with postcode and province code, the consignee's address complete with postcode and province code, and, in any event, any information required by law. In the case of carriage paid consignments, the sender's tax code or VAT number must be provided; in the case of carriage paid by the consignee consignments, those of the consignee must be provided. In the event of incorrect details, in whole or in part, consignments will be invoiced on the basis of the weights and volumes recorded by the carrier, even after acceptance of the consignment and in the absence of the customer. The outcome of the verification, carried out by the carrier using third-party certified systems, shall be deemed authentic and binding in the relationship between the carrier and the customer (sender) and shall be considered unconditionally accepted by the latter, subject to the provisions of Article 16 below.

10. Delivery terms.

The goods are delivered to the consignee within the timeframes necessary for the performance of the transport service, subject to compliance with the regulatory requirements regarding speed limits, driving times and rest periods, and with the provisions of Article 7, Legislative Decree No. 286/2005, whilst taking into account the general and specific traffic and road conditions in the geographical areas affected by the transport service, provided that any delay is not due to unforeseeable circumstances or force majeure. The delivery deadlines, which must in all cases be expressly stipulated in a clear and unambiguous manner, are expressly suspended on Saturdays and Sundays, on public holidays falling on weekdays, and on weekdays falling between two public holidays and/or between a public holiday and a Saturday or Sunday, on days when traffic is prohibited, due to force majeure, and between 6.00 pm and 8.00 am each day. During the month of August, the Easter holidays and the Christmas period up to Epiphany, indicative delivery times may be delayed due to reduced operational activity within the transport sector in general; under no circumstances may the aforementioned periods be used as a reference for any performance assessments relating to the provision of the carrier's services. The carrier provides an indicative guide to its delivery times, which is subject to change and not binding; any binding delivery deadlines must be specified on the transport documents by the sender and accepted in writing by the manager of the carrier's branch. Any failure on the part of the carrier, if and insofar as it is established and attributable exclusively to the carrier, may give rise to a right to a refund limited to the transport costs of the individual consignment, excluding any compensation and/or indemnity for items of damage of any nature or title, in respect of which the consignor expressly and in advance waives any claim. The usual delivery times cannot be guaranteed for goods whose weight and/or dimensions do not comply with the agreed standards. Delivery times are deemed to commence on the day following that on which the goods are handed over to the carrier.

11. Storage.

Goods are deemed to be in storage in the event of total or partial impediment to delivery due to refusal by the consignee, a change of consignee, an unknown or untraceable consignee, or in the event of apparent anomalies and/or defects in packaging detected even during the course of the carrier's service (for example: goods arriving at the carrier's warehouse pending further loading for another intermediate and/or final leg of the journey); upon the return of the goods or upon detection of the anomaly and/or defect in the packaging, a 'storage' procedure is initiated and the sender is notified immediately. If, once the time limits specified in the storage notice sent by the carrier to the consignor have elapsed, the latter has not provided the carrier with precise instructions in writing in a timely manner, the goods will be returned to the consignor. Storage charges will be invoiced as agreed.

12. Cash on delivery.

12.1 The instruction to collect payment by cheque (so-called 'cash on delivery') must be given by the sender exclusively by means of a specific indication included in the transport documents. More specifically, the aforementioned instruction must be formulated by the sender and/or customer in an explicit, unambiguous and clearly visible manner by indicating the word "CASH ON DELIVERY" and the amount in euros specified in figures and words, with any collection instructions indicated in Italian and, to be valid, must be highlighted by affixing a special sticker, supplied by the carrier, bearing the wording "CASH ON DELIVERY" to the consignment note. In the event of multiple payment orders bearing different payment terms, it is essential to include the following wording in the consignment note: "collect payment order(s) as issued by the customer for a total of euro" and the

carrier's corresponding and compliant fulfilment of this requirement shall exempt the carrier from any liability relating to the collection of the payment.

In the event of a cash-on-delivery payment exceeding €10,000.00, the carrier may apply a verification procedure by requesting the consignee to provide a copy of the payment instrument and/or proof of the proposed method of payment in advance; the sender must confirm in writing their acceptance of the payment instrument or the collection arrangements communicated. Until such confirmation is received, the carrier may suspend the collection and/or delivery of the goods without incurring any liability, subject to the carrier charging any storage, demurrage or additional handling costs that may have accrued.

Any failure, whether total or partial, on the part of the sender to correctly fulfil and comply with the aforementioned requirements regarding the provision of the so-called cash-on-delivery instruction shall exempt the carrier from any liability in relation to the failure to collect or the incorrect collection, even in part, of the cash-on-delivery payment. Furthermore, no significance shall be attached to any different methods of issuing the authorisation used by the parties during previous transport services, as these shall be regarded as occasional instances of mere tolerance on the part of the carrier. By the express agreement of the parties, the carrier shall be exempt from all liability for any irregularities, forgery by any means, or insufficient funds in bank cheques and/or bank drafts accepted in accordance with the sender's instructions. Where there are statutory limits on the collection of cash, the carrier is authorised by the sender, in the event that amounts exceeding such limits are specified, to collect bank drafts made payable to the sender. The carrier shall also be deemed exempt from any liability in the event of errors and/or omissions relating to the collection of current account cheques in respect of which instructions and/or data have been entered or otherwise provided by the sender to the carrier by any means of transmission and/or communication and/or entry via computerised/electronic means or by other means.

12.2 The instruction to collect a cheque (known as a 'collection order') may also be given by the sender electronically/remotely using the service known as 'CLIWEB', by digitally entering the necessary data and/or information requested by the carrier, or by means of EDI transmission, files, an FTP folder or any other electronic/remote channel previously agreed between the parties. Should the data provided by the consignor prove to be incomplete, the carrier may supplement it by using the data provided and/or entered by the consignor in the transport documents or otherwise in writing via the transport document (d.d.t.), consignment note, email, EDI, FTP file/folder or other agreed electronic means. In the event of any discrepancy or conflict, even partial, between the data provided by the consignor digitally or electronically and that entered on the transport document, the data transmitted by the consignor via CLIWEB, EDI, FTP files/folders or any other agreed electronic channel shall be deemed to take precedence; the carrier retains the right, notwithstanding Article 1710(2) of the Civil Code, to carry out the transport service in any event on the basis of the information provided by the consignor.

Only in the event that the consignor fails to provide data and/or information necessary and/or essential for the correct execution of the collection mandate (for example: amount, method of collection, name of the payee or details of the instrument), may the carrier refrain from carrying out the transport service and/or the collection, whilst retaining the right to request further instructions from the consignor.

12.3 The carrier, except in cases of wilful misconduct or gross negligence, accepts no liability for the loss, theft or, in any event, misplacement of bearer instruments, blank-endorsed instruments or instruments otherwise negotiable by third parties; however, in the event of the loss, theft or, in any event, misplacement of non-transferable cheques, the carrier shall be obliged solely to report the matter promptly to the competent authority in order to enable the procedure referred to in Articles 73 and 86 of the Cheques Act to be initiated.

13. Dangerous goods.

The carrier reserves the right to refuse to accept, or in any event to revoke any acceptance of, orders for the carriage of dangerous goods. Should dangerous goods be entrusted to the carrier without the information and documents required by national and international regulations, the carrier shall bring a claim for recourse against the consignor for any loss or damage of any kind that may have arisen from the acceptance of the consignment; in any event, the consignor undertakes to indemnify the carrier for any damage and/or loss suffered.

14. Terms of payment, time limits for disputing rates, set-off, rate revision.

Payment for carriage is due upon collection and/or delivery of the goods or, if invoiced, within the period specified on the invoice and, in any event, no later than sixty days from the date of issue of the invoice by the carrier, unless shorter terms have been agreed between the parties and without prejudice to the mandatory provisions applicable to contracts for the carriage

of goods by road. In any event, the payment deadline shall also, for all purposes, constitute the limitation period for raising any objections regarding the determination of the remuneration due to the carrier. Payment of invoices constitutes irrevocable acceptance of the rates applied. The payment deadline shall be deemed to have expired in full from the first working day following the due date indicated on the invoice.

Failure to pay, even in part, the amount due on an invoice or any part thereof – where payment by instalments has been agreed – as well as any deviation by the payer from the agreed payment terms, shall result in the forfeiture of the benefit of the payment term established by the parties, with all legal consequences, as well as the application of default interest as provided for in Legislative Decree No. 231/2002 and the compensation provisions set out therein pursuant to Article 6, with effect from the expiry of the applicable payment deadline without the need for formal notice of default, without prejudice to the application of any further consequences provided for by the regulations in force at the time concerning late payments in the road haulage sector, including, in cases of widespread and repeated conduct, the possible initiation of investigations by the Italian Competition and Market Authority within the limits provided for by law.

The sender's forfeiture of the benefit of the payment term entitles Susa S.p.A. both to issue an invoice to the sender for any claims it may have against the latter, payable upon presentation of the invoice or by direct remittance, and to unilaterally amend the terms and/or methods of payment initially agreed. The parties expressly agree that the carrier is entitled to set off any claims accrued by the consignor against the carrier for any reason whatsoever, including amounts collected on behalf of the consignor under cash-on-delivery arrangements, credit notes issued by the carrier in favour of the consignor and compensation for damage, ascertained and attributable to the carrier, to the goods transported, against the sums owed by the consignor to the carrier as payment for the transport services provided. The consignor therefore hereby irrevocably and unconditionally authorises the carrier to carry out the aforementioned set-off.

The parties expressly agree that the carrier shall be entitled to adjust the rates relating to the carriage services, as initially agreed, subject to the carrier sending written notice to the customer. The rate adjustment shall apply in respect of carriage services performed, at the consignor's request, following the date on which the consignor receives the aforementioned notice sent by the carrier.

14A. Suspension of the provision of carriage services.

Also pursuant to and for the purposes of Article 1460 of the Civil Code, the carrier shall be entitled to suspend, subject to written notice to the customer, including by email or certified email (PEC), except in cases of urgency or where there is a real risk of prejudice to the carrier's claim, the performance of the carrier's services in the event of total or partial non-compliance by the customer with the obligation to pay the fees due to the carrier within the terms provided for or, in any event, subsequently amended in accordance with Article 14 above.

Similarly, the carrier may exercise the right described above if, following its own assessments based on reasonable grounds, it considers that the sender's financial circumstances have deteriorated to such an extent that there is a risk that the sender will fail to make payment, even in part.

Where the right to suspend is exercised lawfully, the carrier shall not be liable for delays, goods left in storage, failure to take charge of goods or failure to deliver them resulting directly from the suspension, except in cases of wilful misconduct or gross negligence on the part of the carrier.

15. Collections and deliveries. Charges for exceptional and/or ancillary services.

Collections and deliveries of goods are deemed to take place at the sender's or recipient's address or at any other location specified in the transport documents. For loading and unloading, and for collections and deliveries carried out in such a way as to require ancillary services in addition to those specified in the preceding paragraph, the sender or the consignee, as the case may be, shall be liable to pay a fee to be assessed in relation to the costs incurred and/or the scope of the service, unless otherwise agreed. Specific surcharges may be applied for particular services or operating conditions. Furthermore, additional charges will be applied where the carrier carries out collection and/or delivery in urban areas, historic centres, pedestrian areas and out-of-town areas with specific access restrictions or restricted traffic, or where traffic conditions are, in any case, particularly inconvenient or difficult, in addition to the recovery of costs for attempted but unsuccessful collections due to the customer's fault or, in any case, not attributable to the carrier.

It is understood that, with regard to waiting times for vehicles for the purposes of loading and unloading, the provisions of Article 6-bis of Legislative Decree No. 286/2005, as amended, shall apply: the grace period is 90 minutes for each loading or

unloading operation and, in the event of this period being exceeded through no fault of the carrier, the consignor and the loader shall be jointly and severally liable to pay the carrier the compensation provided for by law, amounting to €100.00 for each hour or fraction of an hour of delay, subject to automatic revaluation in accordance with current regulations, unless otherwise agreed to the carrier's advantage or in any event in accordance with mandatory provisions.

16. Right to check weight and volume.

The carrier reserves the right to check the gross weight of the goods using a certified weighing system. Should the gross weight ascertained by the carrier be greater than or less than that declared by the consignor, the consignment shall be: a) charged at a rate corresponding to and proportional to the actual weight ascertained; b) subject to a surcharge equal to 20% of the consignment price, without prejudice to the carrier's right to claim compensation from the consignor for any damages, fines and/or penalties arising from the incorrect declaration of weight. If, following the aforementioned checks, the declared volume of the goods is found to be less than the ratio specified in the tariff agreement, the weight resulting therefrom shall apply. If the external dimensions ascertained by the carrier exceed those declared by the consignor, the consignment shall be: a) charged according to the actual external dimensions ascertained; b) subject to a surcharge, without prejudice to the carrier's right to claim compensation from the consignor for any damages, fines and/or penalties arising from the incorrect declaration.

17. Right of retention.

To secure and guarantee all claims accrued by the carrier for services performed on behalf of the customer, including those relating to transport services already completed, even in the case of periodic or ongoing services, the carrier may exercise a right of retention over goods and/or documents held by virtue of the performance of the carrier's services (including goods and cash on delivery payments).

18. Returnable pallets.

Loading equipment (pallets) used by the consignor are, for all intents and purposes, considered an integral part of the goods' packaging and therefore the sole responsibility of the consignee. The relevant tare weight is included for the purposes of determining the chargeable weight of the consignment. Pallets must be EPAL-marked; consequently, the carrier shall not be liable for the handling of pallets that are not EPAL-marked. Should the consignee delay the preparation of the pallets to be returned or, in any event, fail to return them promptly to the carrier by the time unloading operations are completed, their number will be deducted from the total number of pallets to be returned to the consignor, taking into account the information contained in the carrier's consignment note; in the latter case, the consignor may take action exclusively against the consignee, as the carrier is to be deemed expressly exempted by the consignor from the obligation to return the pallets, including pursuant to and for the purposes of Article 17-ter of Decree-Law No. 21 of 21 March 2022, converted with amendments by Law No. 51 of 20 May 2022, as subsequently amended, and within the limits of the regulations in force at the time, from the obligation to return the pallets. The carrier shall therefore not be held liable for any damage to or loss of pallets unless liability for wilful misconduct is established. To this end, the carrier may note on the consignment note any damage to the returned pallets. The activation of the service known as 'pallet return' is subject to the sender's acceptance of a specific tariff agreement. The rules governing pallets remain, in all cases, subject to the instructions contained in the transport documents, any tariff agreements that may have been signed, and the mandatory provisions in force from time to time regarding the pallet exchange system.

19. Pallets.

Without prejudice to the provisions of the preceding article, the carrier shall keep a record of the pallets delivered by the customer, to which the parties shall attribute a value for the purposes of determining the number of pallets to be returned, taking into account the agreed allowance and the number of pallets not returned by the consignees.

20. Fuel Surcharge.

The tariff conditions of this offer shall be subject to monthly variations in transport charges, in accordance with the percentage specified in the tariff annex under the heading 'fuel surcharge'. The actual monthly figure for the average retail price of diesel



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for motor vehicles will be taken from the official website of the Ministry of Ecological Transition and compared with the same parameter set out in the tariff annex under the heading 'reference price' in the fuel surcharge section.

21. ISTAT

The parties further agree that the tariffs set out in this agreement shall be adjusted annually on the basis of the national consumer price index for the entire population (NIC), as determined and published by ISTAT for the previous year, in accordance with the percentage and the method of application specified in the tariff agreements under the heading 'ISTAT Adjustment', to the maximum extent permitted by law.

22. Jurisdiction.

The Court of Perugia shall have exclusive and non-derogable jurisdiction over any dispute (whether relating to the transport relationships between the parties, their formation, performance, termination and/or interpretation of the contractual clauses).

23. Processing of personal data.

The sender declares that they have received and read the privacy notice provided in accordance with Articles 13 and 14 of EU Regulation 2016/679 and Legislative Decree 196/2003.

24. Additional agreements.

Any additional agreement or amendment to the clauses set out above must be set out in a written document signed by the manager of the carrier's branch. Failing this, such agreements shall not be deemed valid and shall not be binding on the carrier in any way. Furthermore, with reference to the provisions of Article 15, any request for ancillary services (for example: specific methods, terms, conditions or delivery times) must be set out in a written document signed by the manager of the carrier's branch.

25. Governing law.

For any dispute relating in any way to the transport arrangements between the parties, Italian law shall apply by the express and mutual agreement of the parties.

26. Reference.

For any matters not expressly governed by these General Terms and Conditions, reference is also made, pursuant to Article 1340 of the Civil Code, to the General Terms and Conditions – Confetra applied by couriers for national general cargo transport services, filed with all Chambers of Commerce on 7 January 1997.